

Technical Assistance Agreement for OSTM  
AMENDMENT No. 1

Reference of TAA (DTC Case No. TA 1768-07)

Technical Assistance Agreement between Analex Corporation and Thales Alenia Space France, a French company, relating to the transfer of certain technical information and services necessary to ensure the pre-launch and launch activities of the Ocean Surface Topography Mission (OSTM). AMENDMENT No. 1.

WHEREAS, Analex Corporation (Analex) and Thales Alenia Space France (Thales) have entered into the subject agreement on October 8, 2007; and

WHEREAS, Thales has added the requirement to use technical support from their subcontractor the STUDIEL Group (STUDIEL), with offices at 1027, Avenue du Docteur Lefebvre, Espace No. 5 – B.P. 27, 06271 Villeneuve-Loubet, France, in order to ensure successful pre-launch and launch activities on the OSTM satellite program; and

WHEREAS, in order that Analex may be in a position to furnish STUDIEL certain technical information and services necessary to perform the pre-launch and launch activities on the OSTM satellite program, Analex and Thales now desire to modify the subject agreement to add STUDIEL as a party. This agreement expires on March 31, 2011.

NOW THEREFORE, Analex, Thales, and STUDIEL agree to amend the original agreement as follows:

1. Page 1, Paragraph 1, line 5, add; “and the STUDIEL Group (STUDIEL), with offices at 1027, Avenue du Docteur Lefebvre, Espace No 5 – B.P. 27, 06271 Villeneuve-Loubet, France (web site: [http://www.studiel.fr/pages\\_eng/index.html](http://www.studiel.fr/pages_eng/index.html)),” after “Thales Alenia Space France, with offices located at 26, Av JF Champollion, 31037 Toulouse Cedex1 75008 Paris, France (web site: <http://www.thalesalieniaspace.com>)”, and before “and is effective...”
2. Page 1, add a new paragraph after Paragraph 4, and before paragraph 5, reading; “WHEREAS, STUDIEL is a sub-contractor to Thales for certain pre-launch and launch activities on the OSTM spacecraft”
3. Page 1, Paragraph 5, line 2, add; “and STUDIEL” after “Thales Alenia Space” and before “under its Expendable Launch Vehicle.....,”
4. Page 2, add a new paragraph, before Paragraph 1, reading; “Thales has subcontracted with STUDIEL for certain pre-launch and launch activities on the OSTM satellite, and STUDIEL is required by Thales to perform those activities at Vandenberg Air Force Base, in Lompoc, CA.,”
5. Page 2, Paragraph 3, line 3 add; “and Thales sub-contractor STUDIEL” after “Thales Alenia Space”
6. Page 2, Paragraph 3, line 8, add; “and Thales sub-contractor STUDIEL” after “Thales Alenia Space”
7. Page 3, Paragraph 4, line 1, add; “and with STUDIEL” after “Thales Alenia Space”
8. Page 3, Paragraph 4, line 2, add; “and their sub-contractor STUDIEL” after “Thales Alenia Space France”
9. Page 3, Paragraph 4, line 6, add; “and their sub-contractor STUDIEL” after “Thales Alenia Space France”

10. Page 3, Paragraph 7, line 2, add; "or with their sub-contractor STUDIEL" after "Thales Alenia Space"
11. Page 3, Paragraph 10, line 1, add "and with their sub-contractor STUDIEL" after "Thales Alenia Space"
12. Page 3, Paragraph 10, line 3, add; "and to STUDIEL's French personnel" after "Thales Alenia Space's French personnel"
13. Page 3, add a new paragraph, after Paragraph 10 ((ITAR Section 124.7 (4)), reading; "This agreement does not authorize access to defense articles or transfer of technical data/defense services to third country/dual national employees of the foreign licensees (or approved sublicensees – *if applicable*)."
14. Page 5, Paragraph 8, line 4 ((Additional Terms (14)), add; "or STUDIEL" after "Thales Alenia Space...."
15. Page 5, Paragraph 8, line 6 ((Additional Terms (14)), add; "or STUDIEL" after "Thales Alenia Space" and before the "s" to read; "Thales Alenia Space or STUDIEL's processes..."
16. Page 6, Paragraph 6, line 1 ((Additional Terms (21)), add; "and employees of STUDIEL" after "Employees of Thales Alenia Space"
17. Page 6, Paragraph 6, line 3 ((Additional Terms (21)), add; "or to a STUDIEL employee" after "Thales Alenia Space employee"
18. Page 6, Paragraph 6, line 6 ((Additional Terms (21)), add; "or STUDIEL" after "Thales Alenia Space" and before "employees"

Additional Terms:

1. This authorization expires **March 31, 2011**.
2. Sublicensing/retransfer is not authorized under this agreement.
3. No US signatories may export or temporarily import hardware, software, technical data or defense services against this amendment until all parties have executed the amendment.
4. Other limitations, provisos, or other requirements contained in the basic agreement, as amended, except as modified hereby, continue to apply.

If the foregoing is acceptable, please so signify by signing this document in duplicate and returning both executed originals for countersigning by Analex. One fully executed copy will be returned for your file whereupon this letter shall constitute Amendment No. 1 to the aforesaid agreement which amendment shall become effective upon its approval by the Government of the United States.

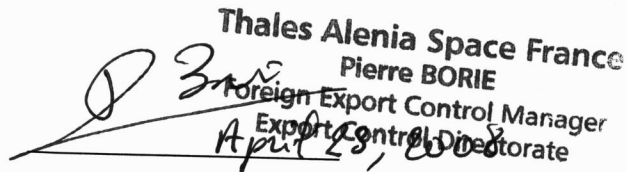
Accepted and Agreed to:

 5/28/08

ANALEX CORPORATION  
Catherine Clark  
Corporate Secretary  
Analex Empowered Official

 April 23, 2008

THALES ALENIA SPACE FRANCE  
Mr. Thierry HUIBAN  
JASON-2 Project Manager

 Thales Alenia Space France  
Pierre BORIE  
Foreign Export Control Manager  
Export Control Directorate  
April 23, 2008

THALES ALENIA SPACE FRANCE  
Mr. Pierre BORIE  
Foreign Export Control Manager  
Export Control Directorate



STUDIEL GROUP  
Mr. Jean-Pierre SAVARINO  
President General Director

**STUDIEL**

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